

Record and return to:  
OFFICE DEPOT, INC.  
2200 Old Germantown Road  
Delray Beach, FL 33445  
Attention: Bea Williams

**MEMORANDUM OF SUBLEASE**

THIS MEMORANDUM OF SUBLEASE ("Memorandum") made as of the 22 day of July, 1999, by and between OFFICE DEPOT, INC., a Delaware corporation ("Subtenant"), and OGDEN TRUE VALUE, INC., a Utah corporation ("Sublandlord").

WITNESSETH:

July 22 Premises. Sublandlord and Subtenant have entered into a sublease ("Sublease") dated July 22, 1999, for that certain real property lying, being and situate in the County of Weber, City of Ogden, State of Utah, together with the building containing approximately Twenty-four Thousand Seven Hundred Seventy-four (24,774) square feet erected thereon ("Premises"). Such Sublease grants to Subtenant, its successors, subtenants and assigns, and their respective concessionaires, officers, employees, agents, customers and invitees, a non-exclusive easement (in common with other occupants of the Shopping Center) to use the common areas of the Shopping Center for their intended purposes (e.g., parking, access, ingress, egress).

The Premises are part of a shopping center located on that certain real property lying, being and situate in the County of Weber, City of Ogden, State of Utah, more particularly described on EXHIBIT A attached hereto and made a part hereof ("Shopping Center").

2. Term and Renewal Options. The Sublease has an initial term expiring at midnight on February 29, 2008, subject to extension (at Subtenant's option) as provided therein for three (3) successive additional periods of five (5) years each. Subject to the consent of the Master Lessor, the foregoing options shall be followed by one additional option to extend the Sublease for a period expiring twenty-five (25) years after the Lease Term Commencement Date.

3. Certain Restrictions: The foregoing use restrictions are contained in the Sublease, but they shall not apply outside of the Master Premises unless the Master Lessor consents thereto in writing:

A. No Occupant of the Shopping Center, other than Subtenant, shall be permitted to:  
(i) use more than one thousand (1,000) square feet of floor area (in the aggregate) for the sale, leasing, distribution or display of office supplies, furniture, machines and other office related equipment; computer hardware, software and related equipment; cellular telephones and telecommunications equipment and devices; art, architectural and engineering supplies; photocopy, facsimile, printing and related services; or (ii) be primarily engaged in the sale, leasing, distribution or display of any of the items set forth in (i) above. No space in or portion of any real property adjacent to or within five hundred feet

(500') of the Shopping Center which is now or may subsequently be acquired by Sublandlord (or a related entity or affiliate of Sublandlord), shall be leased or occupied by or conveyed to any other party for a competing use in violation of the Subtenant's exclusive use set forth in this paragraph.

B. No portion of the Shopping Center shall be used or occupied for any of the following purposes: theater; auditorium, meeting hall or other place of assembly; automobile sales or repairs; bowling alley, pool hall or skating rink; bar serving alcoholic beverages (except as an incident to a full kitchen restaurant operation); funeral parlor; massage parlor; hotel or lodging facilities; gun range; off track betting establishment (except incidental sales of state lottery tickets); a so-called "Flea market" or other operation selling used goods; any business or use which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, or which create a fire, explosive or other hazard; manufacturing facility; warehouse (except incidental to a retail operation); adult book store or similar store selling or exhibiting pornographic materials as a substantial part of its business; night club, discotheque or dance hall.

C. The following shall be prohibited at any location in the Shopping Center within four hundred feet (400') of the closest demising wall of the Premises: any sports or entertainment facility (including, without limitation, a karate or other martial arts facility, gymnasium, health club or physical fitness facility); or car wash.

D. The following shall be prohibited at any location in the Shopping Center within two hundred feet (200') of the closest demising wall of the Premises: restaurant; amusement or game room; or school (including, without limitation, trade school or class sessions, but excepting incidental customer training in the use of computer hardware or software sold by Subtenant or by any other Occupant of the Shopping Center permitted to engage in such sales).

E. No Occupant shall sell, lease, rent or permit any other premises in the Shopping Center to be used or occupied for other than retail uses customarily found in similar shopping centers in the state and county where the Shopping Center is located.

F. No portion of the Shopping Center shall be used for offices, excepting (i) offices incidental to retail uses, and (ii) offices providing services to the general public and customarily found in similar shopping centers (e.g., banking for finance services, real estate or securities brokerage services, financial or tax planning services, accounting, insurance or legal services, optical, medical or dental services or travel agencies).

G. The Prohibited Uses set forth above shall be subject to the rights of Occupants under leases in effect as of the Effective Date of this Sublease for as long as such lease(s) remains in effect, provided such leases do not require the corresponding tenants to be bound by such Prohibited Uses. If any such existing lease permits the tenant thereunder to use its premises for a use which is a Prohibited Use provided that Sublandlord consents thereto, Sublandlord hereby covenants that Sublandlord shall not grant such consent.

4. Incorporation of Sublease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Sublease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Sublease and is subject to all of the terms, provisions and conditions of the

Sublease. In the event of any inconsistency between the terms of the Sublease and this instrument, the terms of the Sublease shall prevail.

5. Binding Effect. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sublease as of the day and year first above written.

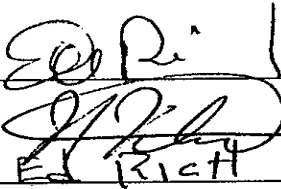
[ BALANCE OF PAGE INTENTIONALLY LEFT BLANK. ]


**Signature and Acknowledgment of Sublandlord**

Signed, sealed and delivered  
in the presence of:

**SUBLANDLORD:**

OGDEN TRUE VALUE, INC.,  
a Utah corporation

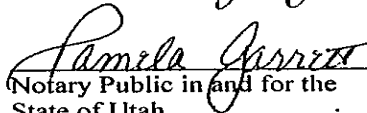
  
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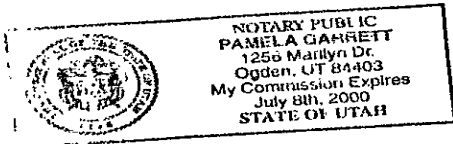
  
Print Name: Conrad D. Nebeker  
Print Title: Pres  
Date: 19 July

STATE OF UTAH            )  
                                  ) SS:  
COUNTY OF WEBER        )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Conrad Nebeker, whose name as President of OGDEN TRUE VALUE, INC., a Utah corporation, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of July, 1999.

  
Notary Public in and for the  
State of Utah,  
residing at 1256 Marilyn Dr.  
My commission expires: 7/8/2000  
Pamela GARRETT  
[Type or Print Name]



† 1691788 BK2059 PG2248

**Signature and Acknowledgment of Subtenant**

Signed, sealed and delivered  
in the presence of:

**SUBTENANT:**

OFFICE DEPOT, INC.  
a Delaware corporation

*Beatrice Williams*  
\_\_\_\_\_  
*Betty Assad*  
\_\_\_\_\_

*Pilar L. Bosch*  
\_\_\_\_\_  
Print Name: **PILAR L. BOSCH**  
Print Title: Vice President Real Estate - Legal  
Date: *July 8, 1999*

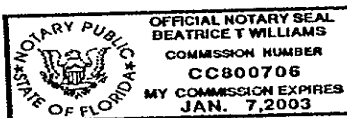
STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF PALM BEACH )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Pilar L. Bosch*, whose name as *V.P. Real Estate - Legal* of OFFICE DEPOT, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this *8* day of *July*, 1999.

*Beatrice Williams*  
\_\_\_\_\_  
Notary Public in and for the State of Florida,  
residing at *Delray Beach Fl*  
My commission expires: \_\_\_\_\_

[Type or Print Name]



**EXHIBIT A\***

**SHOPPING CENTER LEGAL DESCRIPTION**

The Shopping Center is comprised of Parcels I, II, III and IV, legally described as follows:

**PARCEL I**

PART OF LOTS 2, 5, AND 9, ALL OF LOTS 3 AND 4, BLOCK 3, PLAT "A", OGDEN CITY SURVEY, OGDEN CITY, WEBER COUNTY, UTAH. BEING MORE PARTICULARLY DESCRIBED) AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, IN SAID BLOCK 3, RUNNING THENCE WEST 132 FEET ALONG THE SOUTH LINE OF SAID LOT 2, THENCE NORTH 66 FEET. THENCE WEST 198 FEET TO THE WEST LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE EAST LINE OF WASHINGTON BLVD., THENCE NORTH 368.55 FEET ALONG THE EAST LINE OF WASHINGTON BLVD. TO A POINT WHICH

IS NORTH 37.5 FEET FROM THE SOUTHWEST CORNER OF LOT 5, IN SAID BLOCK 3; THENCE EAST 330 FEET TO THE EAST LINE OF SAID LOT 5, THENCE SOUTH 37.5 FEET TO THE NORTHWEST CORNER OF LOT 9, IN SAID BLOCK 3, THENCE EAST 165 FEET, THENCE SOUTH 66.55 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 9, THENCE WEST 93.5 FEET, MORE OR LESS TO A POINT 258.5 FEET WEST FROM THE EAST LINE OF SAID LOT 9, THENCE SOUTH 66.5 FEET, THENCE WEST 71.5 FEET TO THE WEST LINE OF SAID LOT 9, THENCE SOUTH 257.3 FEET, MORE OR LESS ALONG THE EAST LINE OF LOTS 2, 3, AND 4, IN SAID BLOCK 3, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

*01-003-0010/*

**PARCEL II**

PART OF LOT 10, BLOCK 3, PLAT "A", OGDEN CITY SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE EAST 1.99 FEET, THENCE SOUTH 21.75 FEET, THENCE WEST 1.99 FEET TO THE WEST LINE OF SAID LOT 10, THENCE NORTH ALONG SAID LINE 21.75 FEET TO BEGINNING.

*01-003-0041/*

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

~~*01-003-0041/*~~

**PARCEL III**

PART OF LOT 10, BLOCK 3, PLAT "A", OGDEN CITY SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF RIGHT OF WAY 280.4 FEET WEST AND 21.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 10, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY 49.6 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 10, THENCE SOUTH 54.25 FEET, THENCE EAST 49.6 FEET MORE OR LESS TO

A POINT SOUTH OF BEGINNING, THENCE NORTH 54.25 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

PARCEL IV

01-003-0040

PART OF LOT 10, BLOCK 3, PLAT "A" OGDEN CITY SURVEY: BEGINNING ON THE SOUTH LINE OF A CERTAIN RIGHT OF WAY KNOWN AS ROSE COURT (DOXEY STREET), AT A POINT 21.7 FEET SOUTH AND 240.4 FEET WEST

OF THE NORTHEAST CORNER OF SAID LOT 10, RUNNING THENCE WEST 40 FEET; THENCE SOUTH 54.25 FEET; THENCE EAST 32.9 FEET; THENCE SOUTH 6.5 FEET; THENCE EAST 7.1 FEET; THENCE NORTH 60.75 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

\*

01-003-0039

Sublandlord hereby warrants and represents that the above legal description conforms to the Shopping Center as depicted on the Site Plan.